

EXHIBIT A

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[Building Loan Mortgage]

15.10 Liability. If Borrower consists of more than one Person, the obligations and liabilities of each such Person hereunder shall be joint and several.

15.11 Binding Effect. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective permitted successors and assigns forever.

15.12 Subrogation. If any or all of the proceeds of the Building Loan Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, Liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, Liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the Lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Borrower's obligations hereunder, under the Building Loan Note and the other Loan Documents and the performance and discharge of the Other Obligations.

15.13 Exhibits. All exhibits attached hereto are hereby incorporated herein by reference and made a part of this Security Instrument.

15.14 Recourse to Separate Property. Any married person who executes this Security Instrument as a Borrower agrees that any money judgment which Lender obtains pursuant to the terms of this Security Instrument or any other obligation of that married person secured by this Security Instrument may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

15.15 Project Loan Mortgage and Acquisition Loan Mortgage. Mortgagor is giving to Mortgagee on the date hereof, among other things, a project loan mortgage ("Project Loan Mortgage") in connection with the Project Loan in the stated principal amount of the Project Loan. Mortgagor is giving to Mortgagee on the date hereof, among other things, a consolidated, amended and restated acquisition loan mortgage ("Acquisition Loan Mortgage") in connection with the Acquisition Loan in the stated principal amount of the Acquisition Loan. This Security Instrument is intended to be, and shall be, subordinate in lien priority to the lien of the Acquisition Loan Mortgage, and is intended to be, and shall be, superior in lien priority to the lien of the Project Loan Mortgage.

ARTICLE XVI SERVICE OF PROCESS

16.1 Consent to Service.

(a) Borrower will engage an agent for service of process in New York, New York and give prompt notice to Lender of the name and address of any new agent appointed by it, as appropriate. Borrower further agrees that the failure of its agent for service of process to give it notice of any service of process will not impair or affect the validity of such service or of any judgment based thereon. If, despite the foregoing, there is for any reason no agent for service of process of Borrower available to be served, and if it at that time has no place of business in New York, New York, then Borrower irrevocably consents to service of process by

[Project Loan Mortgage]

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15.12 Subrogation. If any or all of the proceeds of the Project Loan Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, Liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, Liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the Lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Borrower's obligations hereunder, under the Project Loan Note and the other Loan Documents and the performance and discharge of the Other Obligations.

15.13 Exhibits. All exhibits attached hereto are hereby incorporated herein by reference and made a part of this Security Instrument.

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15.15 Building Loan Mortgage and Acquisition Loan Mortgage. Mortgagor is giving to Mortgagee on the date hereof, among other things, a building loan mortgage ("Building Loan Mortgage") in connection with the Building Loan in the stated principal amount of the Building Loan. Mortgagor is giving to Mortgagee on the date hereof, among other things, a consolidated, amended and restated acquisition loan mortgage ("Acquisition Loan Mortgage") in connection with the Acquisition Loan in the stated principal amount of the Acquisition Loan. This Security Instrument is intended to be, and shall be, subordinate in lien priority to the lien of the Acquisition Loan Mortgage and the Building Loan Mortgage.

ARTICLE XVI **SERVICE OF PROCESS**

16.1 Consent to Service.

(a) Borrower will engage an agent for service of process in New York, New York and give prompt notice to Lender of the name and address of any new agent appointed by it, as appropriate. Borrower further agrees that the failure of its agent for service of process to give it notice of any service of process will not impair or affect the validity of such service or of any judgment based thereon. If, despite the foregoing, there is for any reason no agent for service of process of Borrower available to be served, and if it at that time has no place of business in New York, New York, then Borrower irrevocably consents to service of process by registered or certified mail, postage prepaid, to it at its address given in or pursuant to the first paragraph hereof.